

Agreement No. _____

COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION
and the
[Tribe/State/County/Local Government/Non-governmental Organization]
for the
FARM AND RANCH LANDS PROTECTION PROGRAM

Draft – 2/23/04

This Cooperative Agreement, made this ____ day of _____, 2004 is entered into by and between the **United States of America**, acting by and through the Commodity Credit Corporation (CCC), and the **[Tribe/State/County/Local Government/Non-governmental Organization]** for the implementation of the Farm and Ranch Lands Protection Program (FRPP), formerly known as the Farmland Protection Program. The CCC shall utilize the expertise and services of the the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) (hereinafter “the United States”) to administer this program and perform the duties set forth within this Cooperative Agreement. For purposes of this Cooperative Agreement, the term “Parties” refers collectively to the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**.

I. AUTHORITY.

This Cooperative Agreement is entered into by the United States under the authorities of the Commodity Credit Charter Act, 15 U.S.C. 714 et seq.; Title II, Subtitle F, Section 2503 of the Farm Security and Rural Investment Act of 2002 (Public Law 107–171) and Title VII, Section 714 of the Agriculture, Rural Development, Food and Drug Administration, and related Agencies Appropriation Act of 2001 (Public Law 106–387). In addition to these authorities, this cooperative agreement will be administered in accordance with the policies and procedures set forth in the FRPP regulation, 7 CFR part 1491 (see Federal Register, Volume 68, Number 95, Notice Pages 26462-26478). The CCC administers the FRPP under the general supervision of the Chief of the NRCS who is a Vice President of the CCC.

II. BACKGROUND AND PURPOSE.

Enacted on May 13, 2002, Section 2503 of the Farm Security and Rural Investment Act of 2002 authorized the Secretary of Agriculture to purchase conservation easements that are subject to pending offers from a State, Tribal or units of local government or eligible nongovernmental organizations for the purpose of protecting topsoil by limiting non-agricultural uses of the land. To be eligible, the farm or ranch land must contain prime, unique, or other

productive soil or historical or archaeological resources. The Farm Security and Rural Investment Act of 2002 authorized funding for fiscal years 2002 through 2007. On _____ 2004, CCC published a notice in the Federal Register requesting proposals for participation from Tribes, States, units of local government, and non-governmental organizations. See Federal Register Volume __, Number __, Notice Pages _____ - _____

WHEREAS, the [**Tribe/State/County/Local Government/Non-governmental Organization**] and the United States have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses; and

WHEREAS, the United States administers the FRPP; and

WHEREAS, the [**Tribe/State/County/Local Government/Non-governmental Organization**] administers a farmland protection program, and has pending offers for acquiring agricultural conservation easements from landowners within the [**Reservation/State/County/Local jurisdiction**], and the United States and the [**Tribe/State/County/Local Government/Non-governmental Organization**] have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

THEREFORE, the parties agree to enter into this Cooperative Agreement.

III. OBLIGATION OF FUNDS

Upon execution of this agreement, the United States shall obligate the sum of \$ _____ for the acquisition of the United States' interests in conservation easements. The [**State/County/Local Government/Tribe/Non-governmental Organization**] must request payment of this amount in accordance with Part V of this Cooperative Agreement before *September 30, 2006*. After this date, any remaining funds will be released from this obligation.

This Cooperative Agreement is the authorizing document that obligates CCC funds to acquire conservation easements. The United State's contribution for the acquisition of each conservation easement acquired by the [**Tribe/State/County/Local Government/Non-governmental Organization**] shall be up to but not more than 50% of the appraised fair market value. The United State's contribution cannot be used for closing and related administrative costs incurred in acquiring the conservation easement. Attachment A to this Cooperative Agreement specifies the CCC funds to be used within the [**Reservation/State/County/Local jurisdiction**] and includes a list with a detailed breakdown of the: (1) name and mailing address of the landowner; (2) tax map number(s) of the property; (3) number of acres to be acquired; and (4) the estimated conservation easement value. However, nothing in this document obligates the United States or the [**Tribe/State/County/Local Government/Non-governmental Organization**] to purchase all or any of the conservation easements parcels listed. There may be further modifications, additions or deletions to the list depending on the prices paid for the conservation easements, the ability to obtain good and clear title, future funding for acquisitions, etc. Additions or deletions to the list will be made by mutual agreement between the Parties to this Cooperative Agreement.

IV. ENTITY'S CONTRIBUTION

Landowner donations up to 25 percent of the appraised fair market value of the conservation easement may be considered as part of the entity's matching offer. Where a landowner's donation is considered to be part of an entity's matching offer, the entity is required to contribute in cash, at least 25 percent of the appraised fair market value of the conservation easement or 50 percent of the purchase price.

For a landowner's donation to be considered as part of an entity's matching offer, the entity must have a current appraisal on the land in accordance with the Uniform Standards of Professional Appraisal Practices or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 1992).

V. PAYMENTS

A. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall notify the United States when the CCC funds are to be paid. CCC funds shall be paid to the **[Tribe/State/County/Local Government/Non-governmental Organization]** when the United States is provided a copy of the recorded easement and the **[Tribe/State/County/Local/or Non-governmental Organization]** has paid the landowner(s). Where a **[Tribe/State/County/Local Government/Non-governmental Organization]** cannot obtain 100 percent of the funds to be paid at closing to the landowner(s) and requires the United States to make its payment at closing rather than on a reimbursable basis, the **[Tribe/State/County/Local/or Non-governmental Organization]** may request a waiver for the United States to pay its share of the conservation easement purchase at closing. In any instance where a waiver is requested, the **[Tribe/State/County/Local/or Non-governmental Organization]** shall notify the United States at least 60 days prior to closing. Where a waiver is requested, the United States shall make payment to an authorized closing agent. These funds will be transmitted to the Closing Agent by electronic transfer. The Closing Agent will hold the funds in escrow for a period not to exceed 14 calendar days. Upon receipt of the funds, the closing agent will sign a payment receipt form and return it to the United States. If interest is earned upon CCC funds, the Closing Agent must return any interest earned to the United States. All deeds used by the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall be approved by the Office of General Counsel (OGC) National office or regional OGC office prior to purchase of the conservation easement.

In order to obtain payment of FRPP funds, the **[Tribe/State/County/Local Government/Non-governmental Organization]** will submit Form SF-270 (Request for Advance/Reimbursement of Funds), and the information specified below to the _____ NRCS State Office. Prior to submitting the SF-270, the **[State/County/Local Government/Non-governmental Organization]** must also request a copy of closing agent requirements from the United States and ensure that the closing agent meets these requirements. The **[Tribe/State/County/Local Government/Non-governmental Organization]** may submit the Form SF-270 after all the deeds have been recorded and the landowner has been paid or on a

quarterly basis for each quarter that conservation easements have been recorded and the landowner has been paid.

At a minimum, the following information shall be included in, or attached to, the SF-270: (1) the name of the **[Tribe/State/County/Local Government/Non-governmental Organization]**; (2) this cooperative agreement number; (3) conservation easement number; (4) total amount of dollars paid the landowner for the conservation easement, specifying the CCC share and the non-CCC share of the conservation easement cost; (5) term of conservation easement; (6) acres acquired; (7) Tax Identification Number (TIN) for **[Tribe/State/County/Local Government/Non-governmental Organization]**; (8) Federal Information Processing Standards (FIPS) number for **[Tribe/State/County/Local Government/Non-governmental Organization]**; (9) Bank routing number and account number for desired deposit location; and (10) copy of the conservation easement deed that contains the contingent right clause as described in Part VI of this Agreement. Where a landowner donation is accepted as part of the entity's matching offer, a copy of the current appraisal and IRS Form 8283 must be submitted to NRCS, prior to NRCS's accepting the conservation easement and disbursing payment.

B. Upon request by a landowner, the **[Tribe/State/County/Local Government/Non-governmental Organization]** may issue installment payments to the landowner. Such an arrangement may occur only after the easement has been conveyed in its entirety and approval is obtained by the NRCS National Office and the Office of General Counsel. Cooperating entities wishing to issue payments in installments for FRPP acquisitions must issue a portion of the payment at closing and provide a copy of the recorded deed to the United States and a promissory note detailing a payment schedule prior to CCC issuing installment payments. Once the easement has been recorded, the **[Tribe/State/County/Local Government/Non-governmental Organization]** may request a payment from CCC on a reimbursable basis after a sum twice the amount of the CCC payment request has been disbursed to the landowner (i.e. the cooperating entity may request from NRCS \$75,000, after \$150,000 has been paid to the landowner). The **[Tribe/State/County/Local Government/Non-governmental Organization]** must issue all installment payments, including disbursement of all CCC funds and those of the **[Tribe/State/County/Local Government/Non-governmental Organization]** prior to September 30, 2006.

VI. CONSERVATION EASEMENT REQUIREMENTS.

A. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that conservation easements acquired under this agreement:

1. run with the land in perpetuity or a minimum of thirty years, where State law prohibits a permanent easement. Where a conservation easement is acquired for a term less than perpetuity, the **[Tribe/State/County/Local Government/Non-governmental Organization]** must secure approval of the NRCS National Office.
2. prevent the land from being converted to nonagricultural uses;
3. provide for the administration, management, and enforcement of the easement by the **[Tribe/State/County/Local Government/Non-governmental Organization]**;
4. require management of the property in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office

technical guide, 7 CFR part 12, and is approved by the Conservation District. The following paragraphs shall be included in all conservation easements acquired using FRPP funds:

As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on (INSERT EASEMENT SIGNATURE DATE). However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

5. where parcels are being enrolled in FRPP based on historical and archaeological resources, a paragraph identifying standards and guidelines for treatment and maintenance of these resources is required within the deed. These guidelines should be based on the Secretary of Interior's Standards and Guidelines for Historic Preservation. The **[Tribe/State/County/Local Government/Non-governmental Organization]** will ensure that title restriction to protect any historical and archaeological structure(s) is appended to the deed and included in any succeeding transfers; and
6. include the following "Contingent Right in the United States of America" provision where title is held by the **[Tribe/State/County/Local Government/Non-governmental Organization]**:

"In the event that the **[Tribe/State/County/Local Government/Non-governmental Organization]** fails to enforce any of the terms of this easement [or other interests in land], as determined at the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available

under Federal or State law. In the event that the **[Tribe/State/County/Local Government/Non-governmental Organization]** attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement [or other interests in land] or extinguish the conservation easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement [or other interests in land] shall become vested in the UNITED STATES OF AMERICA.”

7. include signature of a responsible NRCS official on the Conservation deed, accepting the United States’ property interest in the deed.

B. Unless otherwise agreed to by the Parties, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall hold title to any conservation easement. However, title may be held by the United States at the request of the Secretary of Agriculture, upon mutual agreement of the Parties, or when the United States exercises its contingent right.

VII. RESPONSIBILITIES.

A. Those of the United States -

1. The United States, by and through the NRCS, shall provide technical and other services required to assist the landowner in developing an appropriate conservation plan in accordance with 7 CFR part 12. To ensure that the conservation plan is implemented in accordance with 7 CFR part 12, the NRCS will be provided the opportunity to conduct periodic field visits on lands that are enrolled in the FRPP and associated lands owned or managed by the landowner which are also subject to 7 CFR part 12.

2. The CCC shall, subject to the availability of funds, disburse the appropriate funds to the **[Tribe/State/County/Local Government/Non-governmental Organization]** in accordance with Part III and V of this Cooperative Agreement.

3. Prior to NRCS accepting the conservation easement and processing the payment, NRCS shall: ensure that a conservation plan for highly erodible lands is developed in accordance with 7 CFR part 12 and that an AD-1026, Highly Erodible Land and Wetland Certification form has been filed at the appropriate USDA Service Center; obtain approval of the conservation easement deed or conservation easement deed template from the Office of General Counsel; acquire a signed letter from the **[Tribe/State/County/Local Government/Non-governmental Organization]**, which indicates the closing agent meets FRPP closing agent requirements; and a copy of the IRS Form 8283, where a landowner’s donation is a portion of the **[Tribe/State/County/Local Government/Non-governmental Organization]**’s matching offer.

B. Those of **[Tribe/State/County/Local Government/Non-governmental Organization]**-

1. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid easements.

2. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall use all awarded funds under this agreement for the acquisition of conservation easements within approved FRPP areas. CCC funds shall pay for not more than 50% of the appraised fair market value of the conservation easement acquired.

3. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall pay all costs of conservation easement procurement and will operate and manage each conservation easement in accordance with the **[Tribe/State/County/Local Government/Non-governmental Organization]** program, this Cooperative Agreement, and 7 CFR part 1491. The United States shall have no responsibility for the costs or management of the conservation easements purchased by the **[Tribe/State/County/Local Government/Non-governmental Organization]**. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **[Tribe/State/County/Local Government/Non-governmental Organization]** in connection with the acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the **[Tribe/State/County/Local Government/Non-governmental Organization's]** agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement which result in violations of any laws and regulations which are now or which may in the future become applicable.

4. Non-governmental organizations shall continue to meet the requirements specified in Title II, Subtitle F, Section 2503 of the Farm Security and Rural Investment Act of 2002. The Act states that eligible organizations are “any organization that—

- (A) is organized for, and at all times since the formation of the organization has been operated principally for, 1 or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of the Internal Revenue Code of 1986;
- (B) is an organization described in section 501(c)(3) of that Code that is exempt from taxation under 501 (a) of that Code;
- (C) is described in section 509 (a)(2) of that Code; or
- (D) is described in section 509(a)(3) of that Code and is controlled by an organization described in section 509 (a)(2) of that Code.”

5. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall incorporate into each deed in which CCC funds are used as part of the acquisition the “Contingent Right in the United States of America” provision described in Part VI of this Cooperative Agreement, as well as the other required clauses set forth in Part VI of this Cooperative Agreement.

6. Prior to payment certification, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that all lands for which a conservation easement has been acquired will have a conservation plan, as described in Part VI of this Cooperative Agreement.

7. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall prohibit all non-agricultural uses of the encumbered properties, except for recreational uses, such as hiking, hunting, fishing, boating, horseback riding that will not conflict with the purpose of Section 2503 of the Farm Security and Rural Investment Act of 2002 (Pub. L. 107 – 171).

8. At a minimum, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall monitor FRPP parcels on an annual basis to ensure that the conservation easements are being implemented according to the deed provisions. An annual report of the status of acquired conservation easements and conservation easements pending acquisition will be submitted to the NRCS representative at the State level. The NRCS representative will define the format of this report.

9. In acquiring conservation easements, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that the title to the lands or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that any outstanding interest are subordinated to the conservation easement. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall assure that proper title evidence is secured and that the title of the interest acquired by the United States is insured to the amount of the CCC price paid for the United States interest. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that American Land Title Association (ALTA) title insurance will be issued for all acquisitions, and that the title insurance company complies with all state laws, including title insurance and reserve requirements, and is approved by the State Insurance Commissioner. In the event of a failure of title, the **[Tribe/State/County/Local Government/Non-governmental Organization]** will reimburse the United States for the amount paid by CCC, less any amount paid to the United States from title insurance.

10. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that the consideration paid to any landowners for the conveyance to the **[Tribe/State/County/Local Government/Non-governmental Organization]** of any conservation easements is no more than the fair market value of the land conveyed. Prior to cooperative agreement signatures, a copy of the **[Tribe/State/County/Local Government/Non-governmental Organization]** current appraisal policy and standards shall be provided to NRCS. Prior to NRCS accepting an interest in the easement, an appraisal shall be conducted on the Property and the **[Tribe/State/County/Local Government/Non-governmental Organization]** will notify the landowner of the fair market value of the conservation easement, ascertained using an appraisal. The appraisal shall conform to the Uniform Standards of Professional Appraisals Practices or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 1992. In accordance with 49 CFR part 24, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall also inform

the landowner that the **[Tribe/State/County/Local Government/Non-governmental Organization]** does not have the authority to acquire the Property through eminent domain.

11. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall certify payment(s) received by submitting a transmittal letter that references; (i) the cooperative agreement number; (ii) the conservation easement number; (iii) total amount of dollars paid or to be paid to the landowner for the conservation easement, specifying the CCC share and the non-CCC share of the conservation easement cost; (iv) acres acquired; (v) a copy of the recorded deed containing the contingent right clause and conservation easement paragraphs as described in Part VI of this Agreement; (vi) IRS Form 8283 and a current appraisal when a landowner donation accounts for a portion of the entity's matching share. Certification of payment for all conservation easements acquired must occur on or before September 30, 2006

12. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall not use FRPP funds to place an easement on a property in which the **[Tribe/State/County/Local Government/Non-governmental Organization's]** employee, board member, or immediate family member of an employee or board member has a property interest. Further, the **[Tribe/State/County/Local Government/Non-governmental Organization]** **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to generally conduct itself in a manner so as to protect the integrity of conservation easement deeds which it holds as well as avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of conservation easements.

13. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees that it will not at any time, when the **[Tribe/State/County/Local Government/Non-governmental Organization]** is named as a Grantee on the conservation deed, seek to acquire the remaining fee interest in the Property. Likewise, if the **[Tribe/State/County/Local Government/Non-governmental Organization]** enters into an agreement with another entity to manage/monitor the conservation easement, and the entity seeks to acquire the underlying fee, the **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to immediately terminate such a relationship and arrange for an uninterested party to manage/monitor the conservation easement.

14. When a conservation plan violation is reported to the cooperating entity by NRCS, after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR part 12 and 7 CFR part 614, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall implement easement enforcement procedures.

VIII. GENERAL PROVISIONS.

A. The term of this agreement shall be from the date of the last signature affixed hereto through September 30, 2006.

B. No assignment in whole or in part shall be made of any right or obligation under this Cooperative Agreement without the joint approval of both the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**. Nothing herein shall preclude the United States or the **[Tribe/State/County/Local Government/Non-governmental Organization]** from entering into other mutually acceptable arrangements or agreements, except as identified in Part VII of this cooperative agreement. Such documents shall be in writing, reference this agreement, and be maintained as part of the official agreement file.

C. This Cooperative Agreement may be amended, extended, or modified by written amendment signed by the authorized officials of the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**.

D. This agreement may be terminated by either party hereto by a written notice to the other party at least 30 calendar days in advance of the effective date of the termination. The United States may terminate this agreement if the United States determines that the **[Tribe/State/County/Local Government/Non-governmental Organization]** has failed to comply with the provisions of this agreement. In the event that this agreement is terminated for any reason, the financial obligations of the parties will be as set forth in 7 CFR part 1403, part 3016 and part 3019, as applicable.

E. This Cooperative Agreement shall be enforced and interpreted in accordance with applicable Federal laws and regulations, directives, circulars, or other guidance. When signed, this Cooperative Agreement will become binding on the **[Tribe/State/County/Local Government/Non-governmental Organization]** and the United States to be administered in accordance with 7 CFR Part 3015 Uniform Federal Assistance Regulations Part 3016-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or Part 3019-Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, as applicable.

F. As a condition of this Cooperative Agreement, the **[Tribe/State/County/Local Government/Non-governmental Organization]** assures and certifies that it is in compliance with, and will comply in the course of the agreement with the 7 CFR Part 3016-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or Part 3019-Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of higher Education, Hospitals, and Other Non-Profit Organizations, as appropriate.

G. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees that it will comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all requirements imposed by the Regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) to the effect that, no person in the United States, shall, on the grounds of age, sex, disability, color, race, or national origin, be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

H. The activities under this agreement will be in compliance with Title V of the Drug-Free Workplace Act of 1988, 41 U.S.C. 702, and 7 CFR, Part 3017, Subpart F.

I. Employees of the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall not be considered to be Federal employees or agents of the United States for any purpose under this agreement.

J. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall give CCC, the United States, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement.

K. If any recipient of Federal funds under this Cooperative Agreement materially fails to comply with the terms of this Cooperative Agreement, the United States reserves the right to wholly or partially recapture funds provided in accordance with 7 CFR Parts 1403, 3015, 3016, and 3019.

L. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to comply with all applicable Federal, State, and local laws.

IX. PRINCIPAL CONTACTS.

The United States representative for this Cooperative Agreement is:

State Conservationist
Natural Resources Conservation Service
on behalf of the Commodity Credit Corporation

Street Address
City, State Zip Code
Phone Number

The **[Tribe/State/County/Local Government/Non-governmental Organization]**
representative for this Cooperative Agreement is:

Director
[Tribe/State/County/Local Government/Non-governmental Organization]
Street Address
City, State Zip Code
Phone Number

IN WITNESS WHEREOF, the following authorized representatives of the United States
and the **[Tribe/State/County/Local Government/Non-governmental Organization]** have executed
this Cooperative Agreement.

THE **[Tribe/State/County/Local Government/Non-governmental Organization]**

By: Director
[Tribe/State/County/Local Government/Non-governmental Organization]

UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION

By: State Conservationist

Attachment A
List of Pending Conservation Easement Offers

Priority	Landowner Name(s)	Parcel(s) Identification	Acres	Estimated Price	Fed. Share
----------	----------------------	-----------------------------	-------	--------------------	---------------